



UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY

GENERAL PROVISIONS FOR TIME & MATERIALS SUBCONTRACTS

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CLAUSE 1 - TECHNICAL DIRECTION AND CHANGES

- A. Performance of the work under this Subcontract shall be subject to the technical direction of the University Technical Representative. The Subcontractor shall promptly proceed with the performance of technical direction of the nature prescribed by this article issued by the University Technical Representative.
- B. The term "technical direction" is defined to include directions to the Subcontractor within the Scope of Work of the Subcontract which: (1) clarify the desired work emphasis between work areas or tasks; (2) direct the pursuit of certain lines of inquiry; (3) assist in the interpretation of drawings, specifications, or technical portions of the work description; or (4) fill in details necessary to perform and complete the Scope of Work. All technical direction must be issued in writing by the University Technical Representative.
- C. The University Technical Representative is not authorized to issue any technical direction which would: (1) constitute an assignment of work outside the general scope of the work covered by this Subcontract; (2) change the description of the work to be performed or any applicable drawings, designs, and specifications; (3) change the time or place of performance; the method of shipment or packaging, or the place of inspection, delivery or acceptance; (4) increase the estimated cost for performance of the work, the fixed fee, or the time required for performance of the work; (5) change any expressed term or condition of the Subcontract; or (6) unreasonably interfere with the Subcontractor's ability to perform and complete the work.

Any such technical direction must first be authorized by a written change order to this Subcontract issued by the University Procurement Representative, as provided in the clause of the GENERAL PROVISIONS entitled *CHANGES-TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS*.

- D. If any instruction or direction by the University Technical Representative falls within one of the types described in Paragraph C, above, the Subcontractor shall not proceed to act on such technical direction and shall promptly notify the University Procurement Representative.

Upon receipt of a notification from the Subcontractor, the University Procurement Representative shall promptly advise the Subcontractor either: (1) that the technical direction is within the general scope of the Subcontract and does not constitute a change under the *CHANGES-TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS* clause and to proceed to act on such technical direction; or (2) that the technical direction is not within the general scope of the Subcontract or would constitute a change under the *CHANGES-TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS* clause, and not to proceed to act on such technical direction unless and until the University issues a written change order.

CLAUSE 2 - APPROVAL OF TECHNICAL DATA

- A. If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the University prior to Subcontractor performance, the approval of the data by the University shall not relieve the Subcontractor from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor's risk.
- B. If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If the University approves any such variation(s), a change order to the Subcontract shall be issued by the University and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

- C. Unless otherwise specified, the University requires a period of 10 working days from date of receipt to review and approve the data. If the University does not approve the data within the allotted time period, the parties will establish a new time period for review and approval of the data and, if necessary, the delivery schedule or completion date will be equitably adjusted.

CLAUSE 3 - RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL

- A. The Subcontractor shall comply with all applicable U.S. export control laws and regulations in the performance of this Subcontract and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
- B. The Subcontractor shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Subcontractor shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person in the performance of this Subcontract, including instances where the work is to be performed at the Lawrence Livermore National Laboratory (LLNL), where the foreign person will have access to any information, technology, or software subject to export control.
- C. The Subcontractor shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
- D. The Subcontractor shall ensure that the provisions of this clause apply to its subcontractors.

CLAUSE 4 - ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

- A. The Subcontractor shall utilize environmentally preferable products and services, i.e., products and services that have a lesser or reduced effect on human health and the environment, including those with "recovered material," as defined in 48 CFR 2.101 and 11.301, to the maximum extent possible without conflicting with the technical requirements of the Subcontract or jeopardizing the intended end use of the items or services to be furnished under this Subcontract.
- B. To the extent available, the minimum content standard for high speed copier paper, offset paper forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock used in performing this Subcontract shall be no less than 30 percent post-consumer material.
- C. The Subcontractor shall notify the University Procurement Representative in writing if an "EPA-designated item," as defined in 48 CFR 23.402, used in performing this Subcontract does not contain at least the percentage of recovered material required by any applicable specification of this Subcontract. Such notice shall include a detailed written justification for such failure, on the basis that the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

CLAUSE 5 - FORCED, CONVICT, AND INDENTURED LABOR

- A. By signing or accepting this Subcontract, the Subcontractor hereby certifies that no equipment, materials, or supplies furnished to the University pursuant to this Subcontract will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- B. Any subcontractor contracting with the University who knew or should have known that the equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract or subcontract pursuant to the above, may have any or all of the following sanctions imposed: (1) the contract or subcontract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University; or (2) the subcontractor may be removed from consideration for University contracts or subcontracts for at least one year.

CLAUSE 6 - QUALITY OF MATERIALS AND SUPPLIES

- A. Any materials or supplies furnished or used by the Subcontractor shall as a minimum: (1) conform to the requirements of this Subcontract and be as warranted; (2) be new and not be of such age or so deteriorated as to impair their usefulness or safety; and (3) not contain any counterfeit/suspect items. The furnishing of reconditioned materials or supplies must be specified in the Subcontract or approved by the University Procurement Representative, and shall be warranted the same as new items.
- B. The University will not accept any work involving the furnishing or use of materials or supplies, found by the University to not meet the minimum requirements of paragraph A, above; to be reconditioned; or to constitute suspect/counterfeit items, notwithstanding any inspection or acceptance of delivery by the University, unless such condition is specifically approved in writing by the University Procurement Representative. The Subcontractor shall promptly replace such items at its expense with conforming items.

- C. The University will impound any suspect/counterfeit items furnished or used under this Subcontract and may provide such items to the appropriate authorities for investigation. The University reserves the right to withhold payment for the suspect/counterfeit items pending the results of any such investigation.
- D. A suspect item is any material, part, or component that visual inspection, testing, or other information indicates may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute made without legal right or authority or whose material, performance, or characteristics are knowingly misrepresented by the Subcontract, supplier, distributor, or manufacturer. Types of known suspect/counterfeit items include, but are not limited to: fasteners, circuit breakers, valves, piping components, electrical devices, plate, bar, shapes, and channel members. Such items may be falsely labeled as a different class of part, or be used or refurbished parts that are falsely represented as new parts.

CLAUSE 7 - PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a Subcontract price adjustment pursuant to the "Changes" clause or any other provision of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31), as supplemented or modified by DEAR Part 931(48 CFR Part 931) then in effect.

CLAUSE 8 - INSPECTION

- A. The University has the right to inspect and test all materials furnished and services performed under this Subcontract, to the extent practicable, at all places and times, including the period of performance, and in any event before acceptance. The University may also inspect the plant or plants of the Subcontractor or any subcontractor engaged in Subcontract performance. The University shall perform the inspections and tests in a manner that will not unduly delay the work. The University shall reject performance or revoke its acceptance within a reasonable time after a defect is discovered or should have been discovered and before any substantial change occurs in the condition of the materials furnished or services performed, unless the change is due to a defect therein.
- B. If any materials or services are not in accordance with the terms and conditions of the Subcontract, the University shall notify the Subcontractor that the materials or services are rejected. Thereupon, the Subcontractor shall, at its own expense, take the necessary corrective action.
- C. The Subcontractor shall provide and maintain an inspection system acceptable to the University covering the material, fabricating methods, work, and services under this Subcontract. Complete records of all inspection work performed by the Subcontractor shall be maintained and made available to the University during Subcontract performance and for as long afterwards as the Subcontract requires.
- D. If the University performs inspection or test on the premises of the Subcontractor or a subcontractor, the Subcontractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. The University shall not be obligated to inspect the materials furnished and services performed, and neither the inspection nor the lack of inspection by the University shall relieve the Subcontractor of its responsibility for providing the materials and services in accordance with the terms and conditions of the Subcontract. The inspection or use of or payment for any materials or services under the Subcontract, either wholly or in part, shall not be construed as an acceptance.

CLAUSE 9 - WARRANTY

- A. The Subcontractor warrants that the supplies and services furnished under this Subcontract shall be: (1) free from defects in workmanship, material, and Subcontractor's design or engineering contributions; (2) of the most suitable grade and exactly as specified in the descriptions and specifications of this Subcontract and the affirmations and promises made by the Subcontractor in its proposal; and (3) merchantable and fit for the particular purpose, if any, described in the Subcontract. The Subcontractor further warrants that the data and documentation provided by the Subcontractor or its suppliers shall be complete and accurate, and may be relied upon by the University.
- B. The Subcontractor shall correct any nonconformance with this warranty discovered within one year after formal acceptance or initial use of the supplies and services. Such corrective action shall be at the Subcontractor's expense, including any related transportation costs. The limited warranty period shall not apply in the case of latent defects, specific failure to comply with the terms of this Subcontract, or fraud or such gross mistakes as amount to fraud.

CLAUSE 10 - RELEASE OF INFORMATION

The Subcontractor shall coordinate any planned advertisements, news releases, or other public releases of information concerning this Subcontract, the undertaking, or any data developed hereunder with the University Procurement Representative prior to release. The Subcontractor may acknowledge the University, the LLNL, and Government sponsorship as appropriate, provided the University's Procurement Representative is provided written notice thereof.

CLAUSE 11 - ASSIGNMENTS

- A. This Subcontract may be assigned by the University to the U.S. Government or its designee(s).
- B. Except as to the assignment of payments due hereunder, the Subcontractor shall have no right, power, or authority to sell, mortgage, transfer, or assign this Subcontract, any portion hereof, any interest herein, or any claim hereunder, nor shall it allow or permit any other party or parties to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the University.

CLAUSE 12 - DISPUTES

- A. Except as otherwise provided in the Subcontract, any claim for an equitable adjustment under the Subcontract not resolved in the ordinary course of business shall be referred in writing to the University Procurement Representative within 30 calendar days of the act, event, or order giving rise to the claim. The representatives of the parties, or their designees, shall then attempt in good faith to resolve the dispute by negotiations. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations, for the purposes of application of rules of evidence. Pending resolution of the dispute, the Subcontractor shall proceed diligently with the performance of the Subcontract, in accordance with its terms and conditions.
- B. Any unresolved dispute with a value under \$100,000 relating to the Subcontract (whether contract, tort, or both), or the breach of the Subcontract shall be arbitrated by and in accordance with the then existing commercial arbitration rules of the American Arbitration Association (AAA). Judgment on the award rendered by the arbitrator may be entered in any court in Alameda County, CA having jurisdiction.
- C. The following modifications are made to the AAA rules: (1) the arbitrator shall be neutral and appointed by the AAA; (2) the location for all arbitration proceedings shall be in Alameda County; and (3) each party to the arbitration shall pay its pro rata share of the arbitrator's fees not including counsel fees or witness fees or other expenses incurred by a party for its own benefit.
- D. The parties shall consider the use of a form of alternate disputes resolution (ADR), including non-binding mediation and binding arbitration, for any unresolved dispute with a value of \$100,000 or more. In the event that ADR fails or is not used for such disputes, the parties may thereafter pursue any remedy they may have, at law or in equity, in a court of competent jurisdiction, in accordance with the *GOVERNING LAW AND VENUE* clause of these GENERAL PROVISIONS.

CLAUSE 13 - CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below are incorporated by reference as a part of these GENERAL PROVISIONS with the same force and effect as if they were set forth herein in full text, and shall apply as prescribed below. The referenced FAR and DEAR clause are respectively located in Title 48, Chapters 1 and 9 of the Code of Federal Regulations. The clause text may be accessed at the following web sites: FAR-<http://www.arnet.gov/far/>; DEAR-<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation>.

As used in the clauses, the term "contract" shall mean the Subcontract; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who entered into the Subcontract with the University; the term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.227-1 & Alt. I, 52.227-2, 52.227-3, and 52.227-14, and DEAR clauses 952.227-11, 952.227-13, 952.227-14, 970.5232-3, and 970.5245-1, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE/NNSA Contracting Officer for Prime Contract W-7405-ENG-48 with the University. As used in DEAR clauses 952.227-9 and 970.5232-3, the term "DOE" shall mean DOE/NNSA and the University.

The modifications of these clause terms are intended to appropriately identify the parties and establish their contractual and administrative reporting relationship, and shall not apply to the extent they would affect the U.S. Government's rights. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

APPLICABLE TO ALL SUBCONTRACTS

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| FAR 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| DEAR 952.203-70 | WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the Subcontract involves any work at a University controlled site |

FAR 52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002)
FAR 52.225-1	BUY AMERICAN ACT-SUPPLIES (JUNE 2003))
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
FAR 52.227-3	PATENT INDEMNITY (APR 1984), if the Subcontract is not for research, development, or demonstration (RD&D) work
DEAR 952.227-9	REFUND OF ROYALTIES (FEB 1995), if "royalties" are paid under the Subcontract by the Subcontractor or a subcontractor at any tier
FAR 52.227-14	RIGHTS IN DATA-GENERAL (JUNE 1987), with Alternates II, III, & V and Paragraphs (a) & (d)(3) per DEAR 927.409 (DEC 2000) (See also the <i>LIMITED RIGHTS DATA DISCLOSURE PURPOSES</i> clause, below)
DEAR 952.227-14	RIGHTS IN DATA-GENERAL ALTERNATE VI (FEB 1998), if the Subcontractor is other than a domestic small business or non-profit organization
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987), if the Subcontract is based upon a technical proposal
FAR 52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Dec 2002), with Alternate I (MAR 2000)
FAR 52.236-7	PERMITS AND RESPONSIBILITIES (Nov 1991)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989), with Alternate I (APR 1984)
FAR 52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
FAR 52.244-2	SUBCONTRACTS (AUG 1998), with Alternate II. Paragraph (e) insert is: "Any subcontract or purchase order for work at a University-controlled site or other than "commercial items" (as defined by FAR 2.101) exceeding \$100,000"
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
DEAR 970.5245-1	PROPERTY (DEC 2000)
DEAR 952.247-70	FOREIGN TRAVEL (DEC 2000)
FAR 52.249-6	TERMINATION (COST REIMBURSEMENT) (SEP 1996), with Alternate IV
FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$2,500

FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989), if the Subcontract is principally for the furnishing of services through the use of "service employees"
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APPLICABLE IF THE SUBCONTRACT IS FOR \$10,000 OR MORE

FAR 52.222-20	WALSH-HEALEY PUBLIC CONTRACT ACT (DEC 1996), if the Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$25,000

DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2
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APPLICABLE IF THE SUBCONTRACT EXCEEDS \$100,000

FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995), unless the Subcontract is for "commercial items," excluding Paragraph (c)(1)

FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
DEAR 952.209-72 & ALT 1	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997), with ALTERNATE I, if the Subcontract involves advisory and assistance services, as defined in FAR 2.101. The period of ineligibility shall be five years.
FAR 52.219-6 & ALT. 1	NOTICE OF TOTAL SMALL-BUSINESS SET-ASIDE (JUN 2003), with ALTERNATE I (OCT 1995), if the Subcontract results from a small business set-aside
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
FAR 52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996), if the Subcontract results from a small business set-aside
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (SEP 2000), if the Subcontract involves mechanics or laborers and is for supplies other than "commercial items"
FAR 52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (FEB 2002), if FAR Clause 52.222-41 applies
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000), excluding Paragraph (h)
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003), if the Subcontract involves international air transportation
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003), if the Subcontract involves ocean transportation of supplies other than "commercial items"

APPLICABLE IF THE SUBCONTRACT EXCEEDS \$500,000

FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002), unless the Subcontractor is a small business or there are no subcontracting possibilities
DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000), unless the Subcontract is for "commercial items"
DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997), if the Subcontract is not for "commercial items"

APPLICABLE IF THE SUBCONTRACT INVOLVES CLASSIFIED INFORMATION OR UNRESTRICTED ACCESS TO "LIMITED" OR "EXCLUSION" SECURITY AREAS

DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2000)
DEAR 952.204-2	SECURITY (MAY 2002)
DEAR 952.204-70	CLASSIFICATION / DECLASSIFICATION (SEP 1997)
DEAR 952.204-73	FACILITY CLEARANCE (MAY 2002)
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), If the Subcontract exceeds \$25,000

APPLICABLE IF THE SUBCONTRACT INDICATES IT IS FOR RESEARCH, DEVELOPMENT, OR DEMONSTRATION (RD&D) WORK OR DESIGN WORK INVOLVING NON-STANDARD TYPES OF CONSTRUCTION

FAR 52.227-1 & ALT. 1	AUTHORIZATION AND CONSENT (JULY 1995), with Alternate I (APR 1984), in place of Clause FAR 52.227-1
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FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984), if the Subcontract involves classified information

DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995), if the Subcontractor is a Domestic Small Business or Non-Profit Organization, as defined at FAR 27.301

DEAR 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (SEP 1997), if the Subcontractor is not a Domestic Small Business or Non-Profit Organization, as defined at FAR 27.301

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987)

CLAUSE 15 - LIMITED RIGHTS DATA DISCLOSURE PURPOSES

Generally, delivery of Limited Rights Data or Restricted Computer Software should not be necessary. If any Limited Rights Data will be furnished or delivered by the Subcontractor or a lower-tier subcontractor pursuant to Sub-paragraph (g)(2) of the FAR 52.227-14 *RIGHT IN DATA – GENERAL* clause of the GENERAL PROVISIONS, the University may disclose the data for the following purposes, which disclosure purposes shall be inserted in the Limited Rights Notice to be affixed to the data:

- A. This "Limited Rights Data" may be disclosed for evaluation purposes under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed;
- B. This "Limited Rights Data" may be disclosed to other contractors participating in the Government's program of which this Subcontract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed; and
- C. This "Limited Rights Data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "Limited Rights Data" be retained in confidence and not be further disclosed.

CLAUSE 16 - GOVERNING LAW AND VENUE

This Subcontract shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding instituted by either party pertaining to the Subcontract shall be instituted in the State of California in the Superior Court of Alameda County (or in the Superior Court of San Joaquin County if the underlying action occurred at LLNL's Site 300).

CLAUSE 17 - ORDER OF PRECEDENCE

Any inconsistencies in the documents comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document; (b) these GENERAL PROVISIONS; (c) other referenced documents, exhibits, and attachments; and (d) any referenced specification or statement of work.

(END OF GENERAL PROVISIONS)